



Date: April 12, 2017  
District: Detroit

USPS EEO Case No.: 4V-811-0003-17

**SETTLEMENT AGREEMENT FORM**

IN THE MATTER OF MEDIATION BETWEEN

Bryan Ferguson  
Counselee

Jim Hinman, Jeffrey Blight, Tammie Reyes  
Mgmt Official/Mgmt Official Rep.

Any alleged breach arising out of the implementation of or compliance with this settlement agreement must be reported in writing to the Manager, EEO Compliance and Appeals, Post Office Box 223863, Dallas, TX 75222-3863 within 30 days of the alleged breach. The statement of noncompliance may include a request that the terms of the settlement agreement be specifically implemented or alternatively, that the complaint be reinstated for further processing from the point processing ceased.

AGREEMENT

The following resolution has been entered into by the parties. It is understood that this agreement is final and binding. This document is confidential. However, a copy of this agreement will be furnished to those parties necessary to implement its terms including, but not limited to, the office of Labor Relations at the district and/or area level. It is mutually agreed between the parties that this matter be resolved as follows:

*Mr. Ferguson will take a 204B position at Detroit VMT  
beginning 4/17. He will have 2-3 weeks training on days  
& then move to afternoons. He will have April 19 off.  
NS day is Sat & Sun  
Hours: 6-2:30.*

**This agreement constitutes a full and final settlement of all issues arising out of the subject matter of the following EEO complaint number(s) and by signing this agreement the counselee withdraws any and all pending EEO complaints and appeals relative to the subject matter of these complaints: Complaint Numbers:**

Initials: B.F. Counselee  
R.F. Counselee's Rep.

[Signature] Mgt. Official  
[Signature] Mgt. Official

\_\_\_\_\_ Union Official  
\_\_\_\_\_ Mgt. Official's Rep.

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Management agrees to the contents of this resolution solely in an effort to resolve the counselee's allegation(s), and this agreement should not be construed as an admission of discrimination or wrongdoing on the part of any official of the U.S. Postal Service.

Unless otherwise agreed above, the complainant waives all rights to attorney's fees or costs related to the EEO complaints resolved by this agreement.

If there are related grievances (beyond Step 1) which the parties would like to withdraw, an authorized union official must sign below. The counselee wishes to withdraw the following grievances:

If the terms of this agreement are determined to violate a provision of the applicable collective bargaining agreement, this agreement will be null and void. In the event that this agreement becomes null and void, the complainant will be allowed to either renegotiate the terms of this agreement to be in compliance with the collective bargaining agreement or to reinstate his or her complaint.

The parties understand that the terms of this agreement are protected by the Privacy Act as described below and agree to keep the terms of this agreement confidential except as otherwise required by law and as necessary to carry out the terms of the agreement or resolve disputes over compliance of this agreement.

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**Privacy Act Notice / USPS Standards of Conduct**

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**Privacy Act Notice.** The collection of this information is authorized by Public Law 92-261, Equal Employment Act of 1972; 29 U.S.C. sections 621 et seq. and Executive Order 11748, as amended. This information will be used to adjudicate complaints of alleged discrimination and to evaluate the effectiveness of the EEO program. As a routine use, this information may be disclosed to an appropriate government agency, domestic or foreign, for law enforcement purposes; where pertinent, in a legal proceeding to which the USPS is a party or has an interest; to a government agency in order to obtain information relevant to a USPS decision concerning employment, security clearances, contracts, licenses, grants, permits, or other benefits; to a government agency upon its request when relevant to its decision concerning employment, security clearances, security or suitability investigations, contracts, licenses, grants or other person under contract with the USPS to fulfill an agency function; to the Federal Records Center for storage; to the Office of Management and Budget for review of private relief legislation; to an independent certified public accountant during an official audit of USPS finances; to an investigator, administrative judge or complaints examiner appointed by the Equal Employment Opportunity Commission for investigation of a formal EEO complaint under 29 C.F.R. 1614; to the Merit Systems Protection Board or Office of Special Counsel for proceedings or investigations involving personnel practices and other matters within their jurisdiction; and to a labor organization as required by the National Labor Relations Act. Under the Privacy Act provision, the information requested is voluntary for the complainant, and for Postal Service employees and other witnesses.

**USPS Standards of Conduct.** Postal Service regulations require all postal employees to cooperate in any postal investigations. Failure to supply the requested information could result in disciplinary action (ELM 665M)

Bryan S. Ferguson 4/12/17  
 Bryan Ferguson, Counselee (Print, Sign, and Date)

Beene Ferguson 4/12/17  
 , Counselee Representative (Print, Sign, and Date)

Jim Hinman 4/12/17  
 Jim Hinman, Management Official (Print, Sign, and Date)

Jeffrey Blight 4-12-17  
 Jeffrey Blight, Management Official (Print, Sign, and Date)

Tammie Reyes  
 Tammie Reyes, Management Official Representative (Print, Sign, and Date)

Union Official (Only if grievance(s) being withdrawn) (Print, Sign, and Date)

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DEF-0444